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ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

OF COUNSEL  
URBAN A. LESTER

February 14, 1995

RECORDATION NO. 19235-A  
FILED 1995

FEB 14 1995 - 3:00 PM

INTERSTATE COMMERCE COMMISSION

Mr. Vernon A. Williams  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are four (4) executed copies of a Termination of Agreement, dated as of February 14, 1995, a secondary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed document relates to Interim User Agreement filed with the Commission under Recordation Number 19235.

The names and addresses of the parties to the enclosed document are:

Owner: Johnstown America Corporation  
17 Johns Street  
Johnstown, Pennsylvania 15901

User: Kansas City Power & Light Company  
1201 Walnut Street  
Kansas City, Missouri 64106-2124

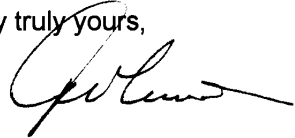
A description of the railroad equipment covered by the enclosed document is attached to the Agreement as Schedule 1.

Mr. Vernon A. Williams  
February 14, 1995  
Page 2

Also enclosed is a check in the amount of \$21.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return one stamped copy of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in cursive script, appearing to read "R. Alvord", with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/bg  
Enclosures



Interstate Commerce Commission  
Washington, D.C. 20423-0001

2/14/95

Office Of The Secretary

Robert W. Alvord  
Alvord And Alvord  
918 Sixteenth St., NW., Ste. 200  
Washington, DC. 20006-2973

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of  
the Interstate Commerce Act, 49 U.S.C. 11303, on 2/14/95 at 3:30PM , and  
assigned recordation number(s). 19235-A.

Sincerely yours,

*Vernon A. Williams*  
Vernon A. Williams  
Secretary

Enclosure(s)

(0100524071)

\$ ~~21.00~~ The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature

*Janice M. Fort*

RECORDATION NO. 19235-A  
FILED 1495

TERMINATION OF AGREEMENT FEB 14 1995 -3 30 PM

FILED 1495  
MISSOURI COMMERCE COMMISSION

THIS TERMINATION OF AGREEMENT, is made this 14 day of February, 1995, by and between Johnstown America Corporation, a Delaware corporation ("Johnstown"), and Kansas City Power & Light Company, a Missouri corporation ("KCP&L").

WHEREAS, Johnstown and KCP&L are parties to an Interim User Agreement, dated as of February 6, 1995 (the "Agreement"); and

WHEREAS, the Agreement was duly filed for recordation with the Interstate Commerce Commission (the "ICC") pursuant to 49 U.S.C. Section 11303, on February 9, 1995, at 2:50 p.m. and given Recordation Number 19235; and

WHEREAS, Johnstown and KCP&L desire to terminate and cancel the Agreement with respect to the equipment described herein and to record such termination and cancellation with the ICC;

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which is acknowledged, KCP&L and Johnstown, intending to be legally bound, agree as follows:

1. KCP&L and Johnstown hereby terminate and cancel the Agreement, effective February 14, 1995 with respect to the equipment described on Schedule 1 attached hereto (hereinafter, the "Terminated Equipment"), and KCP&L and Johnstown hereby agree that no rights, duties or liabilities under the Agreement with respect to such Terminated Equipment shall survive such termination and cancellation of the Agreement, except with respect to acts, events, or omissions under the Agreement occurring on or prior to the date hereof.

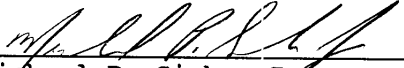
2. The parties agree to record this Termination of Agreement with the ICC so as to release any lien against the Terminated Equipment created by or arising out of the Agreement.

3. Nothing herein contained shall be construed to terminate and cancel the Agreement with respect to any equipment other than the Terminated Equipment hereinabove specifically described.

4. This Termination of Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Termination of Agreement.

IN WITNESS WHEREOF, Johnstown and KCP&L have caused this Termination of Agreement to be executed as of the day and year first above written.

JOHNSTOWN AMERICA CORPORATION, a  
Delaware corporation

By   
Michael P. Siska, Jr.  
Its Director, Marketing and Sales  
Administration

KANSAS CITY POWER & LIGHT COMPANY,  
a Missouri corporation

By \_\_\_\_\_  
Its

3. Nothing herein contained shall be construed to terminate and cancel the Agreement with respect to any equipment other than the Terminated Equipment hereinabove specifically described.

4. This Termination of Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Termination of Agreement.

IN WITNESS WHEREOF, Johnstown and KCP&L have caused this Termination of Agreement to be executed as of the day and year first above written.

JOHNSTOWN AMERICA CORPORATION,  
a Delaware corporation

By \_\_\_\_\_  
Its

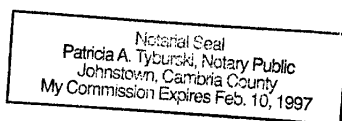
KANSAS CITY POWER & LIGHT COMPANY,  
a Missouri corporation

By *David M. McKay*  
Its Sr. Director - Procurement & Support Svcs.

STATE OF Pennsylvania )  
 )  
COUNTY OF Cambria )

On this, the 10 day of February, 1995, before me, a Notary Public in and for said County and State, personally appeared Michael P. Siska, Jr. of JOHNSTOWN AMERICA CORPORATION, who acknowledged himself to be a duly authorized officer of JOHNSTOWN AMERICA CORPORATION, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.



Patricia Tyburski  
Name:  
Notary Public  
My Commission Expires:  
Residing in \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

On this, the \_\_\_\_\_ day of February, 1995, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ of KANSAS CITY POWER & LIGHT COMPANY, who acknowledged himself to be a duly authorized officer, of KANSAS CITY POWER & LIGHT COMPANY and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

\_\_\_\_\_  
Name:  
Notary Public  
My Commission Expires:  
Residing in \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On this, the \_\_\_\_\_ day of February, 1995, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ of JOHNSTOWN AMERICA CORPORATION, who acknowledged himself to be a duly authorized officer of JOHNSTOWN AMERICA CORPORATION, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

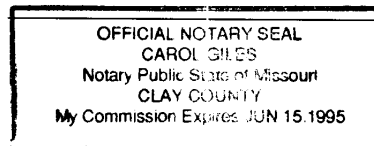
Name: \_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_  
Residing in \_\_\_\_\_

STATE OF Missouri )  
COUNTY OF Jackson )

On this, the 8th day of February, 1995, before me, a Notary Public in and for said County and State, personally appeared David M. McGary of KANSAS CITY POWER & LIGHT COMPANY, who acknowledged himself to be a duly authorized officer, of KANSAS CITY POWER & LIGHT COMPANY, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

Carol Giles  
Name: \_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_  
Residing in \_\_\_\_\_

MBT\WDOCS\JTOWNAGR





**SCHEDULE 1**  
**TO TERMINATION OF AGREEMENT**

250 Rotary Dump Aluminum Gondola Cars

KCLX 795001 - 795002, Inclusive

KCLX 795004 - 795251, Inclusive